

06-02-1999



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MRP
5-25-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

04081999

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

CA

94103

- ☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☒ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

06/01/1999 DNGUYEN 00000135 1014325

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
425.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REEL: 001904 FRAME: 0732

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

See attached Schedule A	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☒

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jill H. Matichak

Name of Person Signing

Signature

April 23, 1999

Date Signed

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

U.S. Trademarks:			
Registered Owner	Trademark Description	Registration Number	Registration Date
Smarte Carte, Inc.	SMARTECARTE	1014325	06/24/75
Smarte Carte, Inc.	SMARTE CARTE	1420480	12/09/86
Smarte Carte, Inc.	CONCOURSE	1468251	12/08/87
Smarte Carte, Inc.	Smarte Talke	1448455	07/21/87
Smarte Carte, Inc.	Misc.Design (Three Symbol Logo)	2,146,624	03/24/98
Smarte Carte, Inc.	Trademark: Misc design Stroller Logo	1987243	07/16/96
Smarte Carte, Inc.	Trademark: Misc design Cart Logo	1990036	07/30/96
Smarte Carte, Inc.	Trademark: Misc design Locker Logo	1988663	07/23/96
Smarte Carte, Inc.	Trademark: Misc design Stroller Logo	1990032	07/30/96
Smarte Carte, Inc.	Triangle w Cart Logo	1,990,031	07/30/96
Smarte Carte, Inc.	Misc. Design (Tri Sign w/ Locker Logo	2,155,203	5/5/1998
Smarte Carte, Inc.	SMARTE PLANNER	39754897.4	9/13/1998
Smarte Carte, Inc.	SMARTE PARK PAY STATION	2,044,477	3/11/1997
Smarte Carte, Inc.	New Smarte Carte Tmk Haugen & Nik	940262	7/25/1994

Pending U.S. Trademark Registrations and Applications:		
Trademark Description	Application Date	Application Serial Number
SMARTELOCKE	7/14/98	75/358908
SMARTE PARK	2/17/1999	76/642,217
ENTERPRISE GPS	6/3/1998	75/497,152
SMARTE KEY	6/3/1998	75/497,153

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Smarte Carte Corporation, a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of April 8, 1999 (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**"; capitalized terms defined therein and not otherwise defined herein being used herein as therein defined) with SMC Holdings Corp., a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Wells Fargo Bank, National Association, as administrative agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Lenders or their Affiliates (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of April 8, 1999 (as amended, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), among Smarte Carte, Inc. ("**Grantor**"), Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Pledge and Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(a) all right, title and interest (including, without limitation, rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia of origin, tradenames, trade dress, corporate names, company names, business names, fictitious business names, and/or other source and/or business identifiers and owned by or licensed to such Grantor, or hereafter owned by or licensed to such Grantor and used by such Grantor, in its business (including, without limitation, the trademarks specifically identified on Schedule A) (collectively, the "**Trademarks**"), all registrations and applications for registration that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries

(including, without limitation, the registrations and applications specifically identified in Schedule A, but excluding any Intent-to-Use Application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(b) all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes, without limitation, whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8th day of April, 1999.

SMARTE CARTE, INC.

By: 

Name: Brad Stanius

Title: Chief Executive Officer

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Smarte Carte, Inc.	Trademark: Misc design Cart Logo	1990036	07/30/96
Smarte Carte, Inc.	Trademark: Misc design Locker Logo	1988663	07/23/96
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Smarte Carte, Inc.	SMARTE PARK PAY STATION	2,044,477	3/11/1997
Smarte Carte, Inc.	New Smarte Carte Tmk Haugen & Nik	940262	7/25/1994

Foreign Trademarks:			
Registered Owner	Trademark Description	Registration Number	Registration Date
Smarte Carte, Inc.	SMARTE CARTE	B519724	06/15/92
Smarte Carte, Inc.	SMARTE CARTE	B519725	06/15/92
Smarte Carte, Inc.	SMARTE CARTE	A391285	12/15/86
Smarte Carte, Inc.	SMARTELOCKE	747055	7/14/1998
Smarte Carte, Inc.	Misc.Design (Three Symbol Logo)	702732	10/07/97
Smarte Carte, Inc.	Misc. Design (Tri Sign w/cart)	703007	09/03/98
Smarte Carte, Inc.	Misc. Design (Tri Sign w/locker)	703006	07/17/98
Smarte Carte, Inc.	Smarte Carte	TMA273;263	06/17/97
Smarte Carte, Inc.	SMARTECARTE	273263	10/29/82
Smarte Carte, Inc.	BE SMART-RENT A CART	280,881	6/26/1998
Smarte Carte, Inc.	The Best Quarter Back In Town	330939	8/14/1987
Smarte Carte, Inc.	Martee and Design	335745	12/31/87
Smarte Carte, Inc.	SMARTELOCKE	509,549	3/18/1999
Smarte Carte, Inc.	Misc.Design (Three Symbol Logo)	804800	05/12/98
Smarte Carte, Inc.	Triangle w Cart Logo	479,288	07/31/97
Smarte Carte, Inc.	SMARTECARTE	98724093	3/20/1998
Smarte Carte, Inc.	SMARTELOCKE	97702943	5/5/1998
Smarte Carte, Inc.	SMARTE CARTE	1076803	05/07/85
Smarte Carte, Inc.	SMARTELOCKE	39754192.9	11/13/1997
Smarte Carte, Inc.	SMARTELOCKE	39812619.5/39	3/6/1998

Smarte Carte, Inc.	Misc.Design (Three Symbol Logo)	39608188.6	02/22/96
Smarte Carte, Inc.	Triangle w Cart Logo	396081898	01/20/97
Smarte Carte, Inc.	SMARTE PARK	39812961.4/09	8/31/1998
Smarte Carte, Inc.	SMARTE PARK	2159916	3/5/1998
Smarte Carte, Inc.	SMARTELOCKE	T098C000862	5/5/1998
Smarte Carte, Inc.	SMARTE PLANNER	T097C003120	11/24/1997
Smarte Carte, Inc.	SMARTELOCKE	572989/572990	12/17/97
Smarte Carte, Inc.	SMARTELOCKE	283898	6/25/1998
Smarte Carte, Inc.	SMARTELOCKE	283899	6/25/1998
Smarte Carte, Inc.	SMARTE PLANNER	39754897.4	4/4/1998
Smarte Carte, Inc.	SMARTE CARTE	235,188	05/25/92

Pending U.S. Trademark Registrations and Applications:		
Trademark Description	Application Date	Application Serial Number
SMARTELOCKE	7/14/98	75/358908
SMARTE PARK	2/17/1999	76/642,217
ENTERPRISE GPS	6/3/1998	75/497,152
SMARTE KEY	6/3/1998	75/497,153

Pending Foreign Trademark Registrations and Applications:		
Trademark Description	Application Date	Application Serial Number
SMARTE SERVICES	7/15/1998	860132
SMARTE PARK	10/8/1998	871,496
ENTERPRISE GPS	12/01/98	39869300.5/39
SMARTE KEY	12/1/1998	39869377.4/39
SMARTECARTE	3/19/1998	2161336
SMARTE SERVICES	-----	Awaiting Response
SMARTECARTE	5/15/1998	T0980001567
ENTERPRISE GPS	12/03/98	T098C003590
SMARTE KEY	12/03/98	T098C003589
SMARTECARTE	5/26/1998	289999
SMARTECARTE	5/12/1998	2161498
SMARTECARTE	5/4/1998	5320